

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 40 TO LEASE No. GS-11P-LDC01754
ADDRESS OF PREMISES: 1120 Vermont Ave, NW Washington, DC 20005-3523	PDN NUMBER: N/A

THIS AMENDMENT is made and entered into between **1120 Vermont Avenue Associates**

whose address is c/o S.C. Herman & Associates, Inc.
 1120 Vermont Ave, NW, Suite 900
 Washington, DC 20005-3523

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

- Extension Term and Premises:** This Lease Amendment (LA) is hereby issued to memorialize the extension terms for 80,444 BOMA Rentable Square Feet (RSF) / 72,984 BOMA Office Usable Square Feet (BOUSF) of office space and related space located consisting of 40,222 RSF / 36,492 BOUSF on the entire 8th floor and 40,222 RSF / 36,492 BOUSF on the entire 10th floor located at 1120 Vermont Ave, NW, Washington, DC 20005. The Lease shall be extended for a firm term of two (2) years term from July 1, 2021 through June 30, 2023 (the "Extension Term").
- Extension Annual Rent:** Effective July 1, 2021, the annual rent shall remain at **\$3,878,333.08**, payable at the rate of **\$323,194.42** per month in arrears. The annual rent includes daytime cleaning expenses.
- Operating Costs:** The current operating cost is (b) (4) and is included in the above annual rent. The operating cost includes daytime cleaning expenses. Operating cost adjustments shall continue throughout the extension term in accordance with Paragraph 3.4 of the SFO. The next operating cost adjustment shall be due on June 26, 2022.
- Real Estate Taxes and BID Taxes:** Real Estate Tax adjustments shall continue throughout the extension term in accordance with paragraph 3.2 of the SFO. BID Tax adjustments shall continue throughout the extension term in accordance with paragraph 3.19 of the SFO.

This Lease Amendment contains 2 pages (not including Exhibit A, Exhibit B, Exhibit C and Exhibit D).

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

(b) (6)

Name: Sylvan C. Herman J. SCOTT OGDEN
 Title: General Partner As Agent For Owner
 Entity: 1120 Vermont Avenue Associates, LLP
 Date: MAY 10 2022

FOR THE GOVERNMENT:

(b) (6)

Name: Maria Del Carmen Medina
 Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
 Date: 6/9/2022

WITNESSED FOR THE LESSOR BY:

(b) (6)

Name: Luiza M. Carneiro
 Title: Account Manager
 Date: MAY 10 2022

5. **Percentage of Occupancy:** The percentage of occupancy shall remain at 18.75%.
6. **Tenant Improvement Allowance:** The annual rent does not include tenant improvement allowance.
7. The Government agrees to accept and continue to occupy the leased premises in their "as-existing" condition and Lessor represents that such items are in good repair, and provide a tenantable condition. The intent of this qualification is to recognize that the Government finds such items or conditions to be at least minimally acceptable with regard to the Government's occupancy of the space. Nonetheless, such items or conditions are to be "in good repair and tenable condition" at the time of the Lease Commencement Date or any other specified date(s). The acceptance of the leased premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the Lease which shall be performed in accordance with the standards set forth in the Lease.
8. The following documents are included in the Lease as part of the Extension Term:
- Exhibit A - 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020) [4 pages]
- Exhibit B - 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020) [3 pages]
- Exhibit C - 552.270-33 Foreign Ownership and Financing Representation for High-Security Leased Space [4 pages]
- Exhibit D - 552.270-34 Access Limitations for High-Security Leased Space [1 page]

This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until sixty (60) days after the date of execution. Any amount due thereunder will not accrue interest until that time.

LESSOR: (b) (6) GOVERNMENT: (b) (6)

Exhibit A

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

See instructions within the representation regarding whether or not completion of this form is required. If required, complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee.

NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

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(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model

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Exhibit A

number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) 1120 VERMONT AVENUE ASSOCIATES, LLP <i>for</i> S.C. HERMAN & ASSOCIATES, INC. 1120 VERMONT AVE. NW SUITE 900 WASHINGTON, D.C. 20005	TELEPHONE NUMBER
	<div style="background-color: black; color: red; font-size: 2em; font-weight: bold; padding: 10px; display: inline-block;">(b) (6)</div>	<div style="background-color: black; color: white; font-size: 1.2em; font-weight: bold; padding: 10px; display: inline-block;">MAY 10 2022</div>
	Signature <u>J SCOTT OGDEN</u>	Date

As Agent For Owner

LESSOR: _____ GOVERNMENT: _____

DS

(b) (6)

Representation Regarding Certain
Telecommunications and Video
Surveillance Services or Equipment
REV (10/20)
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Exhibit B

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

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Exhibit B

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

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Exhibit B

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

LESSOR:  GOVERNMENT  DS

Exhibit C

552.270-33 Foreign Ownership and Financing Representation for High-Security Leased Space.

FOREIGN OWNERSHIP AND FINANCING REPRESENTATION FOR HIGH-SECURITY LEASED SPACE (JUN 2021)

(a) *Definitions.* As used in this clause—

Financing means the process of raising or providing funds through debt or equity for purposes of meeting the requirements of the Lease, including, but not limited to, acquisition, maintenance, and construction of, or improvements to, the Property.

Foreign entity means a:

- (i) Corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group that is headquartered or organized under the laws of a country that is not the United States or a state, local government, tribe, or territory within the United States; or
- (ii) Government or governmental instrumentality that is not the United States Government.

Foreign person means an individual who is not:

- (i) A United States citizen; or
- (ii) An alien lawfully admitted for permanent residence in the United States.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror or Lessor, or that owns or controls one or more entities that control an immediate owner of the offeror or Lessor. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror or Lessor, that has direct control of the offeror or Lessor. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) *Timing.* The Offeror or Lessor shall complete this representation when submitting a proposal. If the Offeror is the successful awardee, the Offeror (now Lessor) shall review, update, and provide this representation on an annual basis, reflecting all changes to immediate owner, highest-level owner and financing during the preceding 1-year period, starting one year from the Lease Term Effective Date through final payment of any contract. If the Lessor intends to transfer the lease to a successor in interest under the

LESSOR: (b) (6) GOVERNMENT: (b) (6)

Exhibit C

circumstances set forth in FAR 42.1204, the Lessor shall submit this representation to the Lease Contracting Officer with any request to novate the lease. The Offeror or Lessor is responsible for the currency, accuracy and completeness of the data disclosed, and for any liability resulting from the Government's reliance on inaccurate or incomplete data.

(c) *Immediate owner.*

(1) The Offeror or Lessor represents that it ☐ does or ☒ does not have an immediate owner.

(2) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then enter the following information for the immediate owner. If the offeror or Lessor has more than one immediate owner (e.g., joint venture), then the offeror or Lessor shall provide the information for each entity.

Legal name (do not use a "doing business as" name)	
Unique entity identifier (if available)	

(3) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then complete this additional representation: Is the immediate owner a foreign entity?:

☐ Yes or ☐ No.

(4) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then complete this additional representation: Is the immediate owner a foreign person?:

☐ Yes or ☐ No.

(5) If the Offeror or Lessor indicates "Yes" in either paragraph (c)(3) or (4) of this clause, indicating that there is foreign ownership (as a foreign entity or foreign person), then enter the following information for the foreign owner (respond for each as applicable).

Physical address	
Country	

(d) *Highest-level owner.*

(1) The Offeror or Lessor represents that the immediate owner, if any, ☐ is or ☒ is not owned or controlled by another entity?

(2) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, indicating that the immediate owner is owned or controlled by another entity, then enter the following information for the highest-level owner.

Legal name	
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(do not use a "doing business as" name)	
Unique entity identifier (if available)	

(3) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, then complete this additional representation: Is the highest-level owner a foreign entity?:

☐ Yes or ☐ No.

(4) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, then complete this additional representation: Is the highest-level owner a foreign person?:

☐ Yes or ☐ No.

(5) If the Offeror or Lessor indicates "Yes" in either paragraph (d)(3) or (4) of this clause, indicating that there is foreign ownership (as a foreign entity or foreign person), then enter the following information for the foreign owner (respond for each as applicable).

Physical address	
Country	

(e) *Financing entity.*

(1) The Offeror or Lessor represents that the financing ☐ does or ☒ does not involve a foreign entity?

(2) The Offeror or Lessor represents that the financing ☐ does or ☒ does not involve a foreign person?

(3) If the Offeror or Lessor indicates "does" in either paragraph (e)(1) or (2) of this clause, indicating foreign financing (as a foreign entity or foreign person), then enter the following information for the foreign financing (respond for each as applicable).

Legal name (do not use a "doing business as" name)	
Unique entity identifier (if available)	

Physical address	
Country	

(End of clause)

LESSOR

(b) (6)

GOVERNMENT:

(b) (6)

Exhibit C

OFFEROR OR LESSOR NAME AND SIGNATURE	Name	J SCOTT OGDEN As Agent For Owner	MAY 10 2022 Date
	Signature	(b) (6)	

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GSAR 552.270-33 Foreign Ownership and
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Exhibit D

552.270-34 Access Limitations for High-Security Leased Space.

ACCESS LIMITATIONS FOR HIGH-SECURITY LEASED SPACE (JUN 2021)

- (a) The Lessor, including representatives of the Lessor's property management company responsible for operation and maintenance of the leased space, shall not—
- (1) Maintain access to the leased space; or
 - (2) Have access to the leased space without prior approval of the authorized Government representative.
- (b) Access to the leased space or any property or information located within that Space will only be granted by the Government upon determining that such access is consistent with the Government's mission and responsibilities.
- (c) Written procedures governing access to the leased space in the event of emergencies shall be documented as part of the Government's Occupant Emergency Plan, to be signed by both the Government and the Lessor.

(End of clause)

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(LDC01754-BA53-Final-Cert-75018-06092022.pdf)

REXUS Version Number	75018	File Name	LDC01754-BA53-Final-Cert-75018-06092022.pdf
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CURRENT/PRIOR LEASE INFORMATION

Lease Number	Location Code	Effective Date	Expiration Date	City, State	Total Existing RSF	Current Annual Rent	Fully Serviced	ACO Delegated
LDC01754	DC0295	06/26/2004	05/31/2022	WASHINGTON, DC	80,444.00	\$3,878,333.08	Yes	No

SPACE INFORMATION

Agency Name	AB Code	ASA/OA#	New OA#	REXUS Existing RSF	New RSF	Diff in RSF
DHS UNDERSEC FOR	7010	ADC06430	ADC06430	80,444.00	80,444.00	0.00
Total				80,444.00	80,444.00	0.00

PARKING INFORMATION

Agency Name	AB Code	ASA/OA#	New OA#	REXUS Existing Parking	New Parking	Diff Parking
DHS UNDERSEC FOR MGM	7010	ADC06430	ADC06430	0	0	0
Total				0	0	0

ZSF INFORMATION

Agency Name	AB Code	ASA/OA#	New OA#	Existing Antenna	New Antenna	Existing Other ZSF	New Other ZSF
DHS UNDERSEC FOR MGM	7010	ADC06430	ADC06430	0	0	0	0
Total				0	0	0	0

Final Certification Document
(LDC01754-BA53-Final-Cert-75018-06092022.pdf)

FREE RENT INFORMATION			
Total Amount Of Free Rent[\$]		First Date Of Free	
PROJECT INFORMATION			
Project Number	2DC0604	REXUS Project Lease Action	Extension
Project LBA	Gopal Regmi	Estimated Lease Term Commencement Date	07/01/2021
Estimated Lease Award Date	07/01/2021	Actual Lease Award Date	
Initial Annual Rent [\$]	3,878,333.08	Current Annual Rent[\$]	\$3,878,333.08
Broker Commission Amt Credited to Rent[\$]		Total Requested RSF	80,444.00
Prospectus Action (Yes/No)	No	Prospectus Number	
Stepped Rent (Yes/No)	No	New/Current Lease Number	LDC01754
Fully Serviced Lease	Yes	Other Contract Services Annual Amount[\$]	
LDC01754 extension to 6/30/2023			
IA/NOA INFORMATION			
Will action cause expansion to leased inventory?	Yes	Total RSF in Lease Inventory	80,444.00
Is this a move from Federal Space?	No	Federal Space Released	
Forced relocation for R&A/Health/Safety?		Existing RSF Occupied	80,444.00
Requester	Bettina Yeh	Requested Date	06/09/2022
I hereby certify that funds are available for this action contingent upon availability of funding for 2021. For all future actions, this pre-validation must be recertified in the appropriate fiscal year. Please resubmit this recertification of funds, if the lease effective date or annual rent changes			
Budget Analyst	Gopal Regmi	Approved Date	06/09/2022

FOR BUDGET BRANCH USE ONLY			
NOA RSF	80,444.00	Fiscal Year	2021
IA RSF	0.00	2021 PYC NOA Amount[\$]	\$969,583.27
		2021 PYC IA Amount[\$]	\$0.00
		Annual NOA Amount[\$]	\$3,878,333.08
		Annual IA Amount[\$]	\$0.00
		Lump Sum Amount[\$]	
BA53 Remarks: R620 Comments: Issued to reflect a lease extension per LA 40 effective 7/1/2021 to 6/30/2023. The Annual rent shall remain at \$3,878,333.08 per year. COF: FY22-2073500			
BA53 Comments: Gopal Regmi 6/9/2022: Approved Final cert transaction ID# 2073500 for 2DC0604-LDC01754, Extension action effective 7/1/2021. A/R of \$3,878,333.08 and RSF of 80,444.00 remain unchanged. All source documents are resident in GREX. Although the OA rent appears to be less than the LA rent, when the total charge for July through September is calculated including the lump sum BA amount of \$8,843.90, OA charges are higher than LA rent as shown in the calculation in the google sheet linked below. https://docs.google.com/spreadsheets/d/1Msyda7uuwoeBW_syEPLThAm_F7-PBHZb5Vvp2hotLFC/edit#gid=0			

Signed Agreement and Financial Summary

OCCUPANCY AGREEMENT Between DHS UNDERSECRETARY FOR MANAGEMENT (7010) And GENERAL SERVICES ADMINISTRATION

ADC06430	Draft	Version:	80	Date Last Modified:	08-Jun-2022
DC0295ZZ		LDC01754		Late Replacement	

DHS UNDERSECRETARY FOR MANAGEMENT (Code 7010) will occupy 72,984.00 usable (80,444.00 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at 1120 VERMONT AVE (DC0295) located at 1120 VERMONT AVE NW, WASHINGTON, DC, for a period of 24 months commencing on or about 07/01/2021.

DHS UNDERSECRETARY FOR MANAGEMENT (Code 7010) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost and real estate taxes.

DHS UNDERSECRETARY FOR MANAGEMENT (Code 7010) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Promoting Efficient Spending

Reduce the Footprint

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. DHS UNDERSECRETARY FOR MANAGEMENT is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

Leased Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS. Further, any alterations that might obligate PBS under a lease must be approved by the responsible PBS contracting officer.

Building Services

Building services to be provided to the tenant agency for the operating expense portion of the Rent are specified in the PBS Request for Lease Proposal (RLP) that is made part of the lease contract. A copy of the lease contract is provided to the tenant agency. Additional or upgraded services beyond those identified in the RLP are provided by PBS or the lessor on a reimbursable basis. Charges for certain recurring

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reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The recurring RWA processing fee will be assessed against each service billed.

Financial Terms

While this occupancy agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that: The tenant agency may relinquish space upon four (4) months' notice at any point after the first twelve (12) months of occupancy. Thus, after the first twelve (12) months of occupancy, the tenant agency's financial obligation can be reduced to four (4) months of Rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

Lease Contract Rent

The underlying lease contract rent will be passed through to the tenant agency. For a non-fully serviced lease, the cost of operating services not covered by the lease will also be passed through to the tenant agency. The PBS fee in leased space, calculated at 7% of the annual lease contract cost plus the cost of separately contracted operating services, will also apply. Charges for security and GSA-installed improvements may apply as well.

Charges for operating expenses, joint use space, parking, security and real estate taxes may be adjusted on an annual basis.

Move Cost Responsibilities

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost.

Obligation to Pay Rent

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled in the case of leased space by the granting of an occupancy permit by the proper authority and/or by PBS's acceptance of the space as substantially complete in accordance with the lease. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access,

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occupancy, possession, use or enjoyment.

PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.

2. The space is operationally functional. Operationally functional means that the building systems included in this lease must function and Lessor-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences.

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Occupancy Agreement (OA) incrementally. In the case of phased occupancy with separate OAs (example, different Agency/Bureau codes), the rent start date for each OA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Lessor while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above "substantially complete" and "operationally functional" requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been included in the lease contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

Occupancy Agreement Iterations

The parties hereby agree that iterations of OAs prepared before selection of and award to a lessor, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any lease contract and/or lease modification or amendment. Until lease award, the tenant agency has the right to cancel the proposed project without financial obligation.

Occupancy After Lease Expiration

In the event of a continued occupancy after lease expiration, the tenant agency will continue to be financially responsible for the pass-through of the lease contract rent, the PBS lease fee, and any additional costs incurred by PBS resulting from lease renewal, extension, replacement, holdover or condemnation. The tenant agency rights to relinquish space as specified in this OA remain in effect.

PBS Services

The services that PBS provides to its customers may be found in the fifth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any

service beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

Payment of Tenant Improvements

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

Replacement Responsibilities

The lessor bears the responsibility for replacement and renewal of shell items. PBS will also oblige the lessor to fund cyclic paint and carpeting within the tenant's space, as provided in the lease contract.

Tenant Agency Appeal

The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction rider or schedule has been made part of a lease contract, the rider/schedule must be incorporated into this OA. Once part of this OA, the schedule/rider becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the lease rider, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, the lessor may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day to day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by the lessor failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a contractor failing to install personal property on time with one exception. For those personal property items that have been included in the lease contract, such as telephone and data systems, or audio/video systems, and the systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the lease contract, is not reason for delaying the rent start date. In its role as tenant representative, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of lessor-caused delay, if there is a liquidated damages clause in the lease, PBS will pursue the lessor for the value of the damages. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Environmental and Safety Standards and Regulations

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health

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Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

Other Mandatory Clauses**Security Services**

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Regional Mandatory Clauses**Building Service Hours**

Core hours of building service hours will be from 7:00 a.m to 6:00 p.m. Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

Optional Clauses**Optional Lease ONLY Clauses****Lease Extension**

This OA is being extended based on the terms of a GSA negotiated lease extension. There have been no changes to the square footage or increase in the financial terms of your current assignment. Only the term has been extended while GSA continues to work on your follow-on lease procurement. GSA will continue to bill you for your space at this assignment. This OA is considered FINAL and does not require agency signature. Please notify GSA within 60 days if you disagree with any of the terms and conditions expressed in this agreement.

National Capital Optional**Holdover or Condemnation**

In the event agency delay failure to vacate space upon lease expiration, DHS UNDERSECRETARY FOR MANAGEMENT agrees that it is responsible for continued Rent and any additional costs incurred by PBS resulting from holdover or condemnation.

Ad Hoc Clauses**Final OA**

This OA represents the final terms of occupancy.

Purpose of ADC06430 v.80

Lease Amendment (LA) 40 is hereby issued to memorialize the extension terms for 80,444 BOMA Rentable Square Feet (RSF) / 72,984 BOMA Office Usable Square Feet (BOUSF) of office space and related space located consisting of 40,222 RSF / 36,492 BOUSF on the entire 8th floor and 40,222 RSF / 36,492 BOUSF on the entire 10th floor located at 1120 Vermont Ave, NW, Washington, DC 20005. The Lease shall be extended for a firm term of two (2) years term from July 1, 2021 through June 30, 2023.

Annual Rent under ADC06430 v.80

Effective July 1, 2021, the annual rent shall remain at \$3,878,333.08, payable at the rate of \$323,194.42 per month in arrears. The annual rent includes daytime cleaning expenses.

Operating Costs under ADC06430 v.80

The current operating cost is (b) (4) The operating cost includes daytime cleaning expenses.

Operating cost adjustments shall continue throughout the extension term in accordance with Paragraph 3.4 of the SFO. The next operating cost adjustment shall be due on June 26, 2022.

Real Estate Taxes & BID Taxes under ADC06430 v.80

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Real Estate Tax adjustments shall continue throughout the extension term in accordance with paragraph 3.2 of the SFO. BID Tax adjustments shall continue throughout the extension term in accordance with paragraph 3.19 of the SFO.

Percentage of Occupancy under ADC06430 v.80

The percentage of occupancy shall remain at 18.75%.

Tenant Improvement Allowance under ADC06430 v.80

The annual rent does not include tenant improvement allowance.

Terms and Conditions under ADC06430 v.80

The Government agrees to accept and continue to occupy the leased premises in their "as-existing" condition and Lessor represents that such items are in good repair, and provide a tenantable condition. The intent of this qualification is to recognize that the Government finds such items or conditions to be at least minimally acceptable with regard to the Government's occupancy of the space. Nonetheless, such items or conditions are to be "in good repair and tenable condition" at the time of the Lease Commencement Date or any other specified date(s). The acceptance of the leased premises "as-existing" shall not relieve the Lessor from future alterations, repairs, maintenance, replacements or other obligations set forth in the Lease which shall be performed in accordance with the standards set forth in the Lease.

Space under ADC06430 v.80

This lease is for the 8th and 10th floors occupied by S&T. As soon as the final condition survey is completed for the S&T space, rent will cease on the next day. The floors need to be clear of personal belongings and keys returned to GSA.

I agree to the initial terms with the understanding modifications will be made over time.

Approved	Approved MARIA MEDINA <small>Digitally signed by MARIA MEDINA DN: C=US, O=U.S. Government, OU=General Services Administration, CN=MARIA MEDINA + OID.0.9.2342.19200300.100.1.1=47001000021169 Reason: I am the author of this document Location: your signing location here Date: 2022.06.08 08:40:27-0400 Foxit PDF Editor Version: 11.2.2</small>
Agency Representative	GSA Representative Maria Del Carmen Medina
Title	Title LCO
Date	Date 6/8/2022

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24 month extension

ADC06430

7010

Draft

DHS UNDERSECRETARY FOR MANAGEMENT

DC0295ZZ

OA Start Date:

01-Jul-2021

OA End Date:

30-Jun-2023

Version: 80

LDC01754

Page:

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Date Last Modified:

08-Jun-2022

Late Replacement

Fiscal Year:

2021 Partial

Period: 01-Jul-2021 to 30-Sep-2021

Charge Basis	Period Charge	Annual Rate
--------------	---------------	-------------

1. Shell Rental Rate
 - a. General
3. Operating Costs ##
4. Real Estate Taxes ###
- A. Market Rent SubTotal**
11. PBS Fee
- B. Agency Rent SubTotal**
- C. Joint Use SubTotal**
- D. Total Annual Rent (A+B+C)**
14. Billing Adjustments & Corrections
 - a. Current Year
 - 511568 Operating Cost Escalation
- E. Adjustments SubTotal**
- F. Total Rent Bill(D+E)**
- G. Total Antenna Bill**
- H. Total Reimbursable Services Bill**
- I. Total PBS Bill (F+G+H)**
- J. LUMP SUM ITEMS**

Operating Cost Escalation Applies

Real Estate Tax Escalation Applies

Customization Tier

Amortization Terms (in months)

PBS Fee is

(b) (4)

Note: ANSI Rentable of 80,444 is 72,984 Assigned Usable Space PLUS 7,460 Common Space. R/U Factor is 1.102214184

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24 month extension

ADC06430

7010

Draft

DHS UNDERSECRETARY FOR MANAGEMENT

DC0295ZZ

OA Start Date:

01-Jul-2021

OA End Date:

30-Jun-2023

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Date Last Modified:

08-Jun-2022

Late Replacement

Fiscal Year:

2022

Period:

01-Oct-2021

to

30-Sep-2022

Charge Basis	Annual Charge	Annual Rate
--------------	---------------	-------------

1. Shell Rental Rate
 - a. General
3. Operating Costs ##
4. Real Estate Taxes ###
- A. Market Rent SubTotal**
11. PBS Fee
- B. Agency Rent SubTotal**
- C. Joint Use SubTotal**
- D. Total Annual Rent (A+B+C)**
14. Billing Adjustments & Corrections
 - a. Current Year
 - 516742 Tax Escalation
 - Tax Escalation
- E. Adjustments SubTotal**
- F. Total Rent Bill(D+E)**
- G. Total Antenna Bill**
- H. Total Reimbursable Services Bill**
- I. Total PBS Bill (F+G+H)**

Customization Tier

Amortization Terms (in months)

PBS Fee is

Operating Cost Escalation Applies

Real Estate Tax Escalation Applies

Note: ANSI Rentable of 80,444 is 72,984 Assigned Usable Space PLUS 7,460 Common Space. R/U Factor is 1.102214184

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24 month extension
ADC06430
7010

Draft
DHS UNDERSECRETARY FOR MANAGEMENT
DC0295ZZ

OA Start Date:
OA End Date:

01-Jul-2021
30-Jun-2023

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Date Last Modified: 08-Jun-2022
Late Replacement
Fiscal Year: 2023 Partial
Period: 01-Oct-2022 to 30-Jun-2023

	Charge Basis	Period Charge	Annual Rate
1. Shell Rental Rate			
a. General			
3. Operating Costs ##			
4. Real Estate Taxes ###			
A. Market Rent SubTotal			
11. PBS Fee			
B. Agency Rent SubTotal			
C. Joint Use SubTotal			
D. Total Annual Rent (A+B+C)			
14. Billing Adjustments & Corrections			
a. Current Year			
Tax Escalation			
E. Adjustments SubTotal			
F. Total Rent Bill(D+E)			
G. Total Antenna Bill			
H. Total Reimbursable Services Bill			
I. Total PBS Bill (F+G+H)			
## Operating Cost Escalation Applies	Customization Tier		(b) (4)
### Real Estate Tax Escalation Applies	Amortization Terms (in months)		
	PBS Fee is		

Note: ANSI Rentable of 80,444 is 72,984 Assigned Usable Space PLUS 7,460 Common Space. R/U Factor is 1.102214184

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maricarmen.medina@gsa.gov

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